

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2018-1442

BL2018-1442 is hereby amended as follows:

1. The Participation Agreement attached to the bill is hereby amended as follows:

- (a) Delete the 2nd recital in this Agreement and replace it as follows:

WHEREAS, the Nashville Yards project recently purchased approximately 1.3 acres of land adjacent to the site and to Broadway from CSX Transportation, Inc. which will be developed into an urban park and open green space described in Section C of Exhibit A to be operated, programed and controlled by Nashville Yards (the "Park Space") and, upon completion, a Conservation Easement will be conveyed to the Land Trust for Tennessee, Inc., pursuant to a Conservation Easement, to provide the downtown urban neighborhood with permanent, open, green space and views;

- (b) Delete the 5th recital in this Agreement and replace it as follows:

WHEREAS, both Nashville Yards and Metro desire to work together to provide for the construction of certain public infrastructure improvements as currently planned, estimated and set forth on Exhibit A (the "Infrastructure") including the Park Space;

- (c) Add a new Section III(E) to the Agreement as follows:

E. Clawback

- (1) It shall be a Clawback Event under this Agreement if:

(a) Nashville Yards does not substantially complete all of the Work, pursuant to the plans and specifications approved by Metro;

(b) Nashville Yards does not substantially complete all of the Infrastructure that is related to or incidental to the Work; or

(c) Nashville Yards does not provide written documentation reasonably acceptable to Metro confirming that the Park will be a permanent, open and green space.

(2) If a Clawback Event, as described in Section III(E)(1)(a) or (b), has occurred and is not fully cured after Metro provides ninety (90) day written notice to Nashville Yards, then Metro shall have the right to [i] terminate its payment obligations under Section III of the Agreement and Nashville Yards shall be required to immediately return to Metro all payments received under the Agreement and/or [ii] pursue all remedies available to it at law or in equity to compel Nashville Yards to perform their obligations. Notwithstanding the foregoing, Metro acknowledges that the plans for the Work and Infrastructure are preliminary and will continue to evolve and be updated. It shall not be a default or determined to be a Clawback Event under Section III(E)(1)(a) or (b) in the event that Work or Infrastructure that is

substantially similar or achieves the equivalent purpose to what has been proposed is, in the alternative, substantially completed.

(3) If a Clawback Event, as described in Section III(E)(1)(c) has occurred and is not fully cured after Metro provides ninety (90) day written notice to Nashville Yards, then Metro shall have all rights and remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance to cure the breach and to collect damages plus reasonable attorneys' fees incurred in the enforcement of this Agreement.

2. Section 6 of the bill is hereby deleted and replaced with the following:

Section 6. Amendments to the Participation Agreement, the License Agreement, or the Easement Agreement may be approved by resolution of the Metropolitan Council approved by at least 21 members of the Metropolitan Council.

INTRODUCED BY:

Bob Mendes
Member of Council

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2018-1442

Mr. President —

I move to amend Ordinance No. BL2019-1442 as follows:

I. By amending Section II of the "Participation Agreement," labeled "Terms and Conditions", attached as Exhibit 1 to the Ordinance, as follows:

a) By adding the following as a new Subsection "H" thereto:

H. Nashville Yards is committed to including and promoting small, minority-owned, woman-owned and local business enterprises as a part of this project and ensuring that firms seeking to participate in construction contracts with Nashville Yards are not prevented from doing so on the basis of the race or gender of their owners. To that end, Nashville Yards agrees to subsequently provide a summary of its disadvantaged business enterprises efforts. These efforts shall be considered voluntary and non-binding and shall not be deemed a condition to the execution of this Agreement.

b) By adding the following as a new Subsection "I" thereto:

I. To the extent any private firm is engaged by Metro through a separate agreement to provide construction, professional services, goods or other services in furtherance of this Participation Agreement, the requirements of Chapter 4.46 of the Metropolitan Code of Laws shall apply to such firm(s).

INTRODUCED BY:

Erica Gilmore

Member of Council, At-Large